

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: March 16, 2005

Division: Engineering

Bulk Item: Yes X No     

Department: Engineering

Staff Contact Person: David Koppel

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**AGENDA ITEM WORDING:** Approval to purchase property in Rockland Key as described on the attached, for a Public Works facility and record storage facility, subject to review and approval by the County Attorney, OMB/Purchasing, and Risk Management.

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**ITEM BACKGROUND:** Currently, Public Works is located on airport property. A rental car company has offered Monroe County \$1,000,000 to use the space. The existing property is too small for Public Works to remain. Several properties from Stock Island through Rockland Key were reviewed.

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**PREVIOUS RELEVANT BOCC ACTION:** On January 19, 2005 the Board directed staff to enter into negotiations to purchase property in Rockland Key for a Public Works facility and record storage facility.

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**CONTRACT/AGREEMENT CHANGES:** N/A

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**STAFF RECOMMENDATIONS:** Approval as stated above.

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**TOTAL COST:** \$2,563,515.00 plus infrastructure costs up to \$165,000 **BUDGETED:** Yes      No X  
**COST TO COUNTY:** \$2,563,515.00 plus costs up to \$165,000 **SOURCE OF FUNDS:** Money to be transferred from General Government Projects – Cost Center 24000.

**REVENUE PRODUCING:** Yes      No X **AMOUNT PER MONTH**      **Year**     

**APPROVED BY:** County Atty      OMB/Purchasing      Risk Management     

**DIVISION DIRECTOR APPROVAL:**

  
David S. Koppel, PE, County Engineer

**DOCUMENTATION:** Included X Not Required     

**DISPOSITION:**     

**AGENDA ITEM #**

CONTRACT SUMMARY			
Contract with:	<u>Rockland Investment Co.</u>	Contract #	<u>                    </u>
		Effective Date:	<u>                    </u>
		Expiration Date:	<u>                    </u>
Contract Purpose/Description:			
<u>Purchase Land on Rockland Key for Public Works facility and record storage facility</u>			
<u>                    </u>			
<u>                    </u>			
<u>                    </u>			
Contract Manager:	<u>David Koppel</u>	<u>4427</u>	<u>Engineering/#1</u>
	(Name)	(Ext.)	(Department/Stop #)
for BOCC meeting on <u>March 16, 2005</u> Agenda Deadline: <u>March 1, 2005</u>			

Total Dollar Value of Contract: \$ 2,563,515 Current Year Portion: \$ 2,563,515  
 Budgeted? Yes ☐ No ☒ Account Codes: 304-24000-560620-CG0501-560620  
 Grant: \$ \_\_\_\_\_  
 County Match: \$ \_\_\_\_\_ Money to be transferred from  
 General Government Projects - Cost  
 Center 24000

ADDITIONAL COSTS

Estimated Costs: \$165,000 For: infrastructure costs  
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>3-1-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>3-1-05</u>
Risk Management	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____	_____
O.M.B./Purchasing	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____	_____
County Attorney	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____	_____
Comments: _____				
_____				
_____				
_____				

## AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, is by and between

### ROCKLAND INVESTMENT CORPORATION, INC.

hereinafter style the Seller(s), for themselves, their heirs, executors, administrators, successors and assigns, and MONROE COUNTY (hereinafter, "County ") acting by and through the Chairman/Mayor of the MONROE COUNTY BOARD OF COUNTY COMMISSIONERS.

WITNESSETH:

1. In consideration of Ten Dollars (\$10.00) in hand, paid by the COUNTY, the receipt of which is hereby acknowledged, the Seller(s) agree to sell to the COUNTY certain lands upon the terms and conditions hereinafter set forth, and for the price of **TWO MILLION FIVE HUNDRED SIXTY-THREE THOUSAND FIVE HUNDRED FIFTEEN AND NO/100-----(\$2,563,515.00) Dollars plus infrastructure costs up to \$165,000** for all of the lands and other interests, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the Seller's rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the County of Monroe, State of Florida, more particularly described as follows; to-wit:

#### **Tract 5, 6, 14, 21, according to the Rockland Key Master Site Plan - See Attachment A**

2. The Seller(s) agree that they have full right, power and authority to convey, and that they will convey to the COUNTY the fee simple title together with legal and practical access thereto clear, free and unencumbered, except subject to the following easements or reservations:

Existing easements of public record for canals, ditches, flumes, pipelines, railroads, public highways and roads, telephone, telegraph, power transmission lines and public utilities.

The COUNTY, at the COUNTY'S expense, within the time allowed to deliver evidence of title and to examine same, may have the real property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the real property or that improvements located thereon encroach on setback lines, easements, lands of others, or violate any restrictions, contract covenants, or applicable governmental regulations, the same shall constitute a title defect.

Seller(s) shall convey a marketable title subject only to the aforementioned liens, encumbrances, exceptions or qualification set forth herein. Marketable title shall be determined according to applicable title standards adopted by authority of the Florida Bar and in accordance with law. The COUNTY shall have sixty (60) days from the effective date of this contract to examine title. If title is found defective, the COUNTY shall, within this specified time period, notify Seller(s) in writing specifying defect(s). If the defect(s) render title unmarketable the Seller(s) will have one hundred twenty (120) days from receipt of notice within which to remove the defect(s), failing which the COUNTY shall have the option of either accepting the title as it then is or rescinding the contract herein; thereupon the COUNTY and the Seller(s) shall release one another of all further obligations under this Agreement.

3. The Seller(s) further agree not to do, or suffer others to do, any act by which the value or title to said lands may be diminished or encumbered. It is further agreed that any loss or damage occurring prior to the vesting of satisfactory title in the COUNTY by reasons of the unauthorized cutting or removal of

products therefrom, or because of fire, shall be borne by the Seller(s); and that, in the event any such loss or damage occurs, the COUNTY may refuse, without liability, to accept conveyance of said lands, or it may elect to accept conveyance upon an equitable adjustment of the purchase price.

4. The Seller(s) further agree that during the period covered by this instrument officers and accredited agents of the COUNTY shall have at all proper times the unrestricted right and privilege to enter upon said lands for all proper and lawful purposes, including examination of said lands and the resources upon them. The Seller(s) hereby waive their rights to any and all claims against the COUNTY associated with, or arising from ownership of, said lands and this waiver shall survive closing.
5. The Seller(s) will execute and deliver upon demand of the proper officials and agents of the COUNTY a good and sufficient deed of warranty conveying to the COUNTY a safe title to the said lands of such character as to be satisfactory to the legal counsel of the COUNTY and said deed shall provide that the use, occupation and operation of the rights-of-way, easements and reservations retained therein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the COUNTY governing the use, occupation, protection and administration of lands.
6. In consideration whereof the COUNTY agrees that it will purchase all of said lands and other interests at the price of **\$2,563,515 plus infrastructure costs up to \$165,000**. The COUNTY further agrees that, after the preparation, execution, delivery and recordation of the deed, and after the legal counsel of the COUNTY shall have approved the title thus vested in the COUNTY, it will cause to be paid to the Seller(s) the purchase price by a check drawn on the account of the COUNTY. The COUNTY shall pay the following expenses associated with the conveyance of the property: deed recording fees, settlement fees, abstract fees, title examination fees, the Buyer's attorney's fees, and title insurance, as well as the prorata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the COUNTY, or the effective date of possession of such real property by the same, whichever is earlier. The Seller(s) shall pay the expenses of documentary stamps to be affixed to the deed and the removal of trash and debris from the property, if any. Full possession of the premises shall pass to the COUNTY as of the date payment is made to the Seller(s) subject only to the reservations stated in Section 2 above.
7. It is mutually agreed that an abstract, title insurance policy or other evidence of title to the property herein contracted to be sold, satisfactory to the legal counsel of the COUNTY will be obtained by the COUNTY at its expense. The Seller(s) expressly agree herein to furnish to the COUNTY any documents in Seller(s)'s possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title.
8. It is mutually understood and agreed that the COUNTY may assign this contract.
9. It shall be the obligation of the Seller(s) to pay all taxes and assessments outstanding as liens at the date title vests of record in the COUNTY, whether or not such taxes and assessments are then due and payable.
10. It is mutually understood and agreed that notice of acceptance of this agreement shall be given to the Seller(s) by mail addressed to the Seller(s) at the following address:

**Rockland Investment Corporation**  
**Attn: Steve R. Henson**  
**121 U.S. Highway #1, Suite 109**  
**Key West, Florida 33040**  
**Phone: (305 296-3716)**

and shall be effective upon date of mailing and shall be binding upon all of the Seller(s) without sending a separate notice to each, except as such obligation may be affected by the provisions of paragraph 6 hereof.

11. The property shall be delivered at closing free of any tenant or occupancy whatsoever.
12. The effective date of this agreement shall be that date when the last one of the Seller(s) and the COUNTY has signed this agreement.
13. The COUNTY shall have sixty (60) days from the effective date of this agreement in which to conduct an environmental site assessment to determine the existence and extent, if any, of any hazardous materials on the property. For the purposes of this agreement, "hazardous materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any environmental law. If the environmental site assessment identifies the presence of hazardous materials on the property, the COUNTY shall, within this specified time period, notify Seller(s) in writing of the findings. The Seller(s) will then have one hundred twenty (120) days from receipt of notice within which to pursue, at Seller(s)' sole cost and expense, any assessment, clean-up, and monitoring of the Property necessary to bring the Property into full compliance with any and all applicable federal, state or local laws, failing which the COUNTY shall have the option of either accepting the property as it then is or rescinding the contract herein; thereupon the COUNTY and the Seller(s) shall release one another of all further obligations under this Agreement.
14. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until April 30, 2005 to sign and return this contract to the COUNTY.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Seller(s) have hereunto signed their names and affixed their respective seals on the day first above written, with the understanding that this Agreement for Purchase cannot be executed by the COUNTY until after it is reported to it for its consideration, and therefore the Seller(s) for and in consideration of the Ten Dollars (\$10.00) hereinabove acknowledge as received, have and do hereby grant unto the COUNTY or its authorized representative, or any other office or agent of the COUNTY authorized to purchase said lands, the option and right to enter into this Agreement for Purchase within sixty (60) days from the execution thereof by the COUNTY, and to purchase said lands as herein provided.

**Rockland Investment Corporation, Inc.**

\_\_\_\_\_  
Seller/

\_\_\_\_\_  
By:

\_\_\_\_\_, 2005

The MONROE COUNTY BOARD OF COUNTY COMMISSIONERS, acting by and through its CHAIRMAN/MAYOR, has executed this agreement on behalf of MONROE COUNTY this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

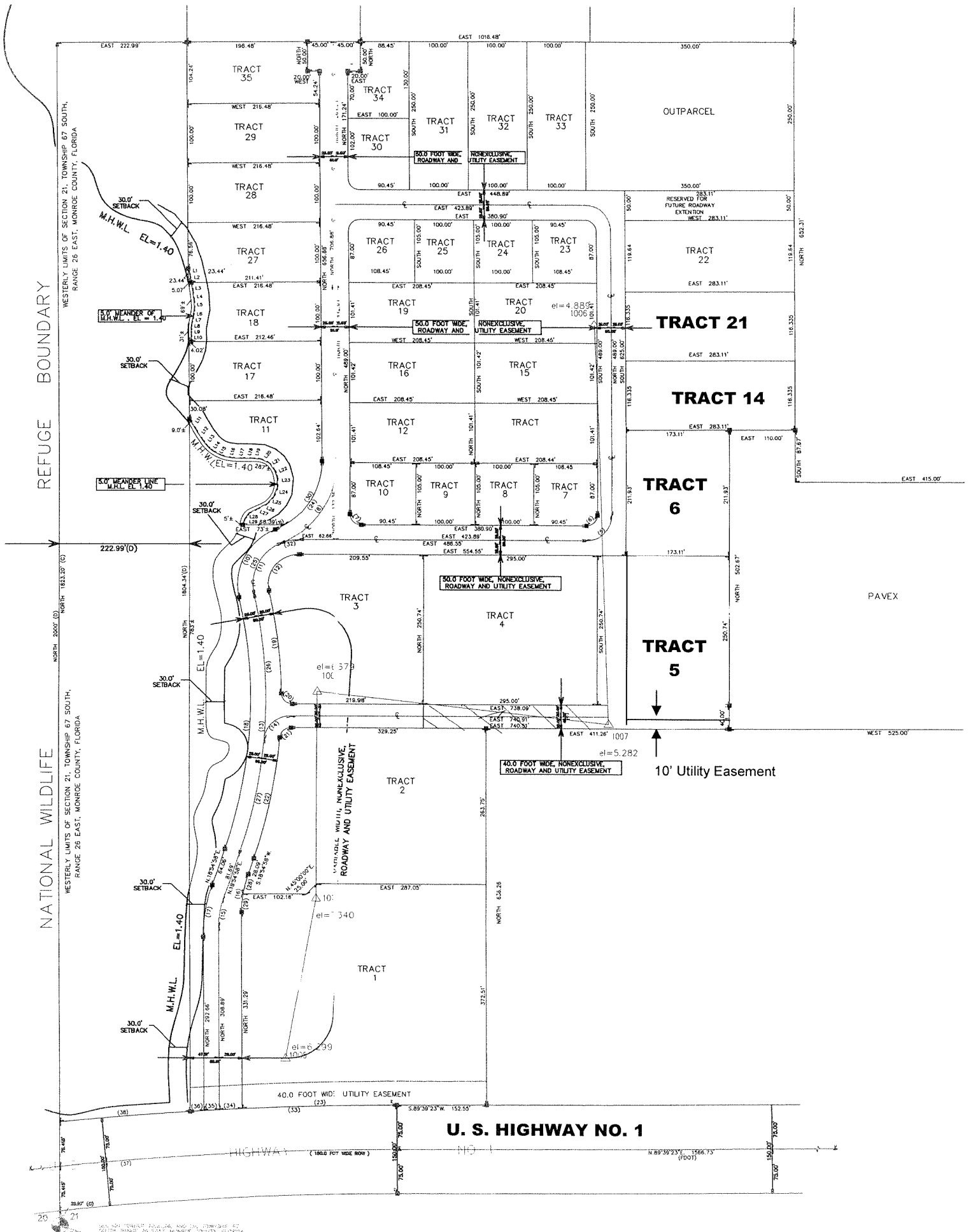
ATTEST:  
DANNY L. KOLHAGE, CLERK

MONROE COUNTY

(Seal)

\_\_\_\_\_  
By: Deputy Clerk

\_\_\_\_\_  
Dixie M. Spehar, Chairman/Mayor  
Monroe County Board of County Commissioners



ATTACHMENT A

ROCKLAND INVESTMENT CORPORATION  
121 U.S. HIGHWAY #1 - SUITE 109  
KEY WEST, FL 33040  
PHONE (305) 296-3716 / FAX (305) 296-9309

January 11, 2005

Mr. Thomas J. Willi County Administrator  
Monroe County Board of County Commissioners  
1100 Simonton St. Suite # 2-205  
Key West, Fl. 33040

**Ref:** Public Works Facility, Rockland Key, Fl (REVISION #2)

Dear Mr. Willi,

Please find below the details on the revised proposal for purchase of land at our property on Rockland Key, Fl.

**Option #2 (Revised):**

Open land tracts 5, 6, 14, & 21 (See Attached Exhibit "A")  
3.351 Acres @ \$765,000.00 per Acre = \$ 2,563,515.00

Proposed  
Purchase  
*[Signature]*

**Notes:**

- 1) Additional land available @ \$800,000.00 per Acre.
- 2) Access available from US Hwy. 1 along new proposed entrance road.
- 3) This offer is valid for 60 days from date of this proposal.

**NOTES OF SPECIAL INTEREST:**

The following upgrades are planned for completion as part of the platting process.

- 1) New asphalt roadway surface installed per Monroe County Code.
- 2) New underground electric and communications duct per K.E.Y.S., Bellsouth & Comcast specifications.
- 3) New roadway drainage swales per code.
- 4) New roadway will be deeded to Monroe County upon completion & acceptance as required.
- 5) Costs related to upgrades will be shared by all affected property owners and determined by taking the total cost of upgrades and multiplying that total cost by the percentage ratio derived by dividing the square footage owned by each property owner by the total square footage of all tracts proposed to be part of the new plat. This will be a one time charge.
- 6) Any additional miscellaneous costs such as signage, entrance upkeep, maintenance, lighting or other related costs of maintaining common areas not covered by the transfer of roadway and right of way properties to Monroe County shall be apportioned using the same percentage derived in item #5 above and shall be due on an annual basis at a date to be mutually agreed upon by both parties to this contract.

Sincerely Submitted,

*[Signature of Steve R. Henson]*

Steve R. Henson



ROCKLAND INVESTMENT CORPORATION  
121 U.S. HIGHWAY #1- SUIT 109  
KEY WEST, FL 33040  
PHONE (305) 296-3716/ FAX (305) 296-9309

March 1, 2005

Mr. Thomas Willi County Administrator  
Monroe County Board of Commissioners  
1100 Simonton Street Suite #2-205  
Key West, Florida 33040

Ref.: Public works facility, proposal for sale Dated Jan 11, 2005, revision #2  
Subject: clarification of costs.

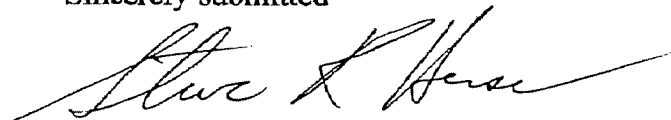
Dear Mr. Willi

This letter is to serve as a clarification amendment to the original proposal for the sale of property on Rockland Key, Florida.

- \* The upgrades described in "Notes of special interest" line items 1 thru 4 shall be completed per Monroe County code.
- \* The maximum total cost to Monroe County for your pro rata share of these upgrades shall not exceed \$165,000.00
- \* Line item #6 is hereby deleted from the proposal.

I hope this clarifies the questions about the proposal.

Sincerely submitted



Steve Henson

Cc. William Kemp  
Judith Kenny Esq.